



Maintenance Agreement Invoice

Interstate Copy Shop
P.O. Box 730 • 3776 Main Street • Thatcher, AZ 85552 • (928) 428-3357

Account No.
P.O. / Cust. Order No.
Contract No. AZ 2242

Bill To:

Name	GILA COUNTY ATTORNEY'S OFFICE		
Address	1400 E. ASH		
City	GLOBE	State	AZ Zip 85501
Telephone	928-425-3231	Contact	DONNA

Location:

Name	PAYSON OFFICE		
Address	714 S. BEELINE HWY.		
City	PAYSON	State	AZ Zip 85541
Telephone	928-474-4068	Contact	KRISTIN

Date	Service Zone	MC Start	MC Expire	Beg Meter	End Meter	Copies Used
11/30/11	2	8/20/11	8/19/12	97156		

Plan	Manufacturer	Model	Serial No.	Allow. Copies	Exc. Copies Chg	Unit Price
1	KONICA MINOLTA	BH 423	A1UD011001908	90,000	.0083	\$747.00
Exclusions Or Special Instructions: INCLUDES PARTS, LABOR AND A DRUM, IF NEEDED. DOES INCLUDE CONSUMABLE SUPPLIES. DOES NOT INCLUDE PAPER OR STAPLES. DOES NOT COVER ABUSE OR MISUSE.		Accessories				
		FS-529	AOU7WY2006702			
		PC-409	A1V4W13002743			
<i>Handwritten notes:</i> End mtr 97156 Beg mtr 97156 Total copies 90000 All in copies 7156 excess copies x .0083 = \$59.40						
Ex. Copies Charge Where Applicable						\$59.40
Subtotal						\$806.40
Total Tax						
Invoice TTL						\$806.40

Customer agrees to purchase and ICS agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this contract. No terms or conditions, expressed or implied, are authorized unless they appear on original of this contract, signed by the Customer and ICS manager.

THE ADDITIONAL TERMS AND CONDITIONS OF THE MAINTAINANCE AGREEMENT ARE INCORPORATED IN AND MADE PART OF THIS CONTRACT, NO CHANGE, ALTERATION OR AMENDMENT OF THE TERMS OR CONDITIONS OF THIS CONTRACT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICER OF ICS. NO COURSE OF DEALING OR OTHER CONDUCT OR CUSTOM SHALL CONSTITUTE AN AMENDMENT TO THE TERMS HEREOF NOR ALTER OR VARY THE TERMS OF THIS CONTRACT.

THIS CONTRACT IS AUTOMATICALLY RENEWABLE UNLESS CANCELLED BY EITHER PARTY. THIS CONTRACT IS DUE AND PAYABLE PRIOR TO COVERAGE DATES.

Attachment "A" by mention is made a binding part of this agreement.

☐ Yes, I have received a copy of the terms and conditions of this Maintenance Agreement.

ICS Representative Signature <i>Kathleen Barney</i>		Customer Name GILA COUNTY ATTORNEY'S OFFICE	
Printed Signature Name KATHLEEN BARNEY	Empl. # 1020	By: (Authorized Agent) <i>Don E. McDaniel Jr.</i>	Date 12/8/11
Branch Office Address P.O. BOX 730		Printed Signature Name Title	
City THATCHER	State AZ	Zip 85552	

☐ I do not wish to purchase a Maintenance Agreement at this time.

APPROVED AS TO FORM

Bryan B. Chambers
Bryan B. Chambers, Chief Deputy County Attorney

GILA COUNTY MANAGER

Don E. McDaniel Jr.
Don E. McDaniel Jr.

INTERSTATE COPY SHOP MAINTENANCE PLANS

I : PREMIUM COVERAGE includes all parts, labor, drums, consumable supplies*, and trip charge, but not paper. (Also listed as a CPC – Cost per Copy)

II : FULL COVERAGE includes all parts, drums, labor and trip charge, but not consumable supplies*, or paper.

III : STANDARD COVERAGE includes all parts, labor and trip charge, but not consumable supplies*, drums or paper.

- **CONSUMABLE SUPPLIES** are not included unless specified as in a Premium Coverage agreement. Consumable supplies are as follows:

PM kit, Developer, Fuser Oil, Cleaning roller, Toner, Cleaning Webs, MA Kits, Toner Filters

Agreement between Interstate Copy Shop (hereinafter called ICS) and Customer
Maintenance Contract Terms and Conditions.

1. This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required by normal use of the equipment, subject to the exceptions in and in accordance with these terms and conditions. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. In addition, ICS may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than those employed by ICS, or if parts, accessories or components not authorized by ICS are fitted to the Equipment. Electrical work external to the equipment and equipment line cord is not covered by this Agreement. Certain model copiers must be installed according to specific requirements in terms of space and electricity as defined in the Equipment Operator's Manual. Customer shall ensure that the copier is placed in an area that conforms to these requirements. This Agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Damage to the equipment or its parts arising out of or caused by attachment of unauthorized components, accessories or parts, use of sub-standard supplies or other causes beyond the control of ICS are not covered by this Agreement and may subject customer to a surcharge or to cancellation of this Agreement.
2. The Operator's Manual for each model copier defines specific operator responsibilities. Performance of normal operator functions, as described in the Operators Manual, are not included in this Agreement, and are subject to additional charges.
3. Service calls under this Agreement will be made during normal business hours at the installation address shown on this Agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. ICS representatives will not handle, disconnect or repair unauthorized attachments or components; customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds ICS and its employees harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on ICS equipment.
4. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustment, repair or replacement of parts. All parts necessary to the operation of the equipment and subject to the general scope of coverage, will be furnished free of charge during a service call when include in the maintenance service provided by the plan selected.

5. Rebuilding or major overhauls are not covered by this Agreement. In addition, when in its sole discretion ICS determines that a reconditioning is necessary, as a result of expected wear and tear of material and age factors caused by normal office environment usage, in order to keep the equipment in working condition, ICS will submit to customer and estimate of needed repairs and their cost, which will be in addition to the charge payable under this Agreement. If the customer does not authorize such reconditioning, ICS may discontinue service of the equipment under this Agreement, refunding the unused portion of the maintenance charge, or may refuse to renew this Agreement upon its expiration. Thereafter, ICS will make service available on a "Per Call" basis at published rates in effect at the time of service.
6. Term: This agreement shall become effective upon receipt by ICS of the initial annual maintenance charge provided under this Agreement and shall continue for one full calendar year. This Agreement shall automatically renew for successive periods of the same duration subject to the receipt by ICS of the maintenance charge in effect at the time of renewal and provided that the customer is not then in default. In addition to any other rights under this Agreement, either party may terminate this agreement at any time giving 30 days prior written notice to the other party, and the unused portion of the maintenance charge will be refunded on a pro rata basis of both time passed and copies made. This contract is subject to the cancellation provisions of A.R.S. § 38-511.
7. Charges : The initial annual charge for maintenance under this Agreement shall be the amount set forth on the Maintenance Contract. The annual Maintenance Charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of the ICS invoice for such charges. The initial annual charge is payable upon the signing of this Agreement by customer. Excess copies charges are due and payable at the end of each contract term. Customer understands that alterations, attachments, or specification changes that cause excessive service calls may require an increase in maintenance charges and agrees to pay such charges promptly when due. If equipment is moved to a new location or service zone, ICS shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rata basis. If equipment is moved beyond ICS's published service zones, customer agrees to pay a fair and reasonable surcharge for continued maintenance under this Agreement, taking into account the distance to customer's new location and the published rates of ICS for service on "Per Call" basis.
8. Breach or Default: If the customer does not pay all charges for maintenance or parts as provided under this Agreement promptly when due: (1) ICS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates in effect at the time of service and (2) the customer agrees to pay to ICS (a) its costs and expenses of collection including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due under this Agreement and)b) all charges for service provided before payment of the contract on a "Per Call" basis at published rates in effect at the time of service.
9. Use of Authorized Supplies: ICS copiers are designed to give excellent performance with the Original Equipment Manufacture (OEM) supplies, including toner, developer, MA kits. If the customer uses other than OEM supplies and if such supplies are defective or not acceptable for use on ICS machines, and cause abnormally frequent service calls or service problems, then ICS may, at its option, assess a surcharge or terminate this Agreement and the unused portion of the maintenance charge will be refunded. In this event, the customer will be offered service on a "Per Call" basis at published rates. It is not a condition of this Agreement, however, that the customer use only OEM authorized supplies.

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability: Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined: As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined: As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship of the Parties: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all

rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

H. Non-Waiver of Enforceability: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Severability: If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

J. Governing Law: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

K. Cancellation: This contract is subject to the cancellation provisions of A.R.S. §38-511.

L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

M. Legal Arizona Workers Act Compliance: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."